



Director: René L. Greenleaf  
564 State Street • Hammond, IN • 46320-1532

www.hammond.lib.in.us  
Phone (219) 931-5100

Received & Inspected

November 20, 2012

NOV 26 2012

FCC  
Office of the Secretary  
445 12<sup>th</sup> Street SW  
Washington, DC 20554

FCC Mail Room

Re: CC Docket No. 02-6  
REQUEST FOR REVIEW

Greetings:

Our library wishes to appeal the decision made by USAC regarding our Internet Access request for funding discounts.

We applied for Internet installation and access discounts with AT&T using FCC Form 470 number 183260000609390. The allowable contract date for this was 01/18/2007. AT&T was unable to fulfill our contract as stated in the enclosed Operational SPIN change request and approval (Attachment A) and after competitive bidding in the fall of 2007, we signed a contract with Comcast on February 6, 2008. The contract was set to run five years, expiring February 6, 2013. We referenced Form 470 in subsequent years with no problems.

In the fall of 2010, for Funding Year 2011, we did not submit a Form 470, as we had an existing multi-year contract, as outlined in the Form 470 instructions. (Attachment B). In October 2011, due to dire funding shortages, the library closed two branches, leaving only the Main Library. Since our contract with Comcast, still set to expire in 2013, included the branches we contacted Comcast to see what we needed to do in order to remove the branches and resulting costs from the contract yet still save the library from defaulting on the unexpired contract. After discussion, Comcast removed the branches, extended the contract date, and increased our service from 20 Mbps to 100 Mbps, with the total costs less than the original contract. This revised contract was dated 12/05/2011 (Attachment C). We outlined this to USAC, including the fact that the contract date was extended until 2016, and the change to Comcast was approved on February 24, 2012 (Attachment D).

For Funding Year 2012, seeing no reason to submit a Form 470 because: a) our change of service was approved by USAC, and b) we were under a multi-year contract until 2016, we applied for Internet service, as we have done (and approved) every year in the past. We were denied, explaining that "The applicant failed to post a FCC Form 470 requesting changes to the original contract or the services requested. A new FCC Form 470 should be posted when the services requested and/or the terms of the original contract are modified." As we thought this was covered by the change of service approval of February 24, 2012, we appealed.

**Administrative Services:**

x300  
Fax (219) 931-3474

**Information Services:**

x333  
Infodesk@hammond.lib.in.us

**Circulation Services:**

x340

**Youth Services:**

x336

No. 100 plus rec'd 0  
BY CODE

The appeal was denied on November 1, 2012, citing the time lapse between the contract cited December 5, 2011 and the allowable contract date was January 18, 2007. We had spelled this out in the Change of Service request cited earlier. The appeal also cited that we failed to assure USAC that we conducted a fair a competitive bidding process. As stated in the above paragraph, we did not file a Form 470, nor did we undergo competitive bidding, because we were under a multi-year contract, approved by USAC.

I have also included our original contract (Attachment E) as a point of comparison as well as the USAC appeal decision letter for your information.

This denial of \$37,800 for Internet access is putting an undue hardship on our library's finances for the year, based on USAC rules that we followed to the letter. Because of the timing of the closings and the timing of the form filings and notifications, we were not able to re-submit a request even if we had been directed to do so. Because we were never without a multi-year contract, competitive bidding for a new contract would have required us to again break the contract with Comcast, thus incurring even more expense because of default.

Thank you for your consideration of our appeal.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Somerville".

Deborah Somerville  
Automation Specialist  
Hammond Public Library  
email: somerd@hammond.lib.in.us  
tel: (219) 931-5100, ext. 317  
fax: (219) 931-3474

## Attachment A



HAMMOND PUBLIC LIBRARY  
564 STATE ST  
HAMMOND, IN 46320

Attention: Margaret Evans

Phone: (219) 931-5100

Re: Universal Service Administrator's Confirmation of SPIN Change/Correction

The request to change / correct the Service Provider has been granted.

Form 471 Application Number: 563276

The new Service Provider will receive a Funding Commitment Decision Letter (FCDL).  
PLEASE NOTE: While this FCDL will contain more detailed information on the FRNs listed below, it will show the ORIGINAL COMMITMENT amount, rather than the amount that remains undisbursed for this FRN.

**THIS E-MAIL IS FOR ADVISORY PURPOSES ONLY. REPLIES WILL NOT BE RECEIVED. IF YOU HAVE QUESTIONS REGARDING THE SUBJECT OF THIS ADVISORY E-MAIL, PLEASE CALL OUR CLIENT SERVICE BUREAU AT 1-888-203-8100.**

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<b>Funding Request No. (FRN):</b>	<b>1605894</b>
Original Service Provider:	Indiana Bell Telephone Company, Incorporated
Original SPIN:	143004642
New Service Provider:	Comcast Business Communications
New SPIN:	143003990
Original Commitment Amount:	\$23,040.00
Disbursement Amount:	\$0.00
CAP Remaining:	\$23,040.00
Date of Change:	3/7/2008
A Form 486 has been filed for this FRN:	Yes
This FRN includes Non-Recurring Services:	No

**March 4, 2008**

**Operational SPIN Change  
Schools and Libraries Division  
Box 125 - Correspondence Unit  
80 S. Jefferson Rd.  
Whippany, NJ 07961**

**Greetings:**

**This letter is to inform you that we are requesting an Operational SPIN Change for approved tariffed services. Although we signed a contract with AT&T last year, difficulties in reaching an agreeable solution for additional installation costs have caused us to reconsider and ultimately sign a contract with Comcast instead. The new contract retains the same contract dates as the original contract.**

**The original contract contained installation costs as a signing bonus. After investigation by AT&T, it was determined that a signing bonus would not be acceptable to USAC. AT&T then presented an additional contract for \$30,000.00 installation costs, which in our Library's tight fiscal budget this year and next would be well beyond what is affordable. The Library expressed these concerns to AT&T but the installation costs remained firm. No services have been provided under the contract to date.**

**I certify that (1) all SPIN changes requested in this letter are allowed under all applicable state and local procurement rules, and (2) the SPIN changes are allowable under the terms of the contract, if any, between the applicant and its original service provider, and (3) we have notified the original service provider (AT&T) of its intent to change service providers.**

**Please refer to the next page for details on the change.**

Billed Entity Number	130300
Applicant Name	Hammond Public Library
Funding Request Number (FRN)	1605894
Form 471 Application Number	563276 (FY2007) & 625138 (FY2008)
Applicant Contact	Margaret Evans
Applicant Phone	931-5100, ext. 305
Applicant Email Address	evansm@hammond.lib.in.us
Original SPIN	143004642
Original Service Provider	Indiana Bell Telephone Company Inc.
Original Service Provider Contact	Keith Kroening
Original Service Provider Phone	219-972-5678
Original Service Provider E-mail	kk7847@att.com
New SPIN	143003990
New Service Provider	Comcast Business Communications
New Service Provider Contact	Maria Azada
New Service Provider Phone	773-447-8487
New Service Provider E-mail	maria_azada@cable.comcast.com

Has the original service provider supplied any services under this funding request: No

New contract (Comcast):	
Monthly pre-discount amount	3025.00
Effective Date of Change	02/06/2008 (date Comcast contract was signed)

Sincerely,

Margaret Evans  
Hammond Public Library, Director  
564 State Street  
Hammond, IN 46320  
Phone: (219) 931-5100, ext 305  
Fax: (219) 931-3474  
Email: evansm@hammond.lib.in.us

## Attachment B

A library consortium is "any local, statewide, regional, or interstate cooperative association of libraries that provides for the systematic and effective coordination of the resources of school, public, academic, and special libraries and information centers, for improving services to the clientele of such libraries." 47 C.F.R. § 54.500(c).

Libraries operating as for-profit businesses shall not be eligible for discounts.

### **B. When, Where, and How Many Forms 470 to File**

#### **When:**

You are required to file Form 470 in the current application period only if you are applying for discounts for one of the following types of services:

- Tariffed or month-to-month services for which you do not have a signed, written contract.
- Services for which a new written contract is sought for the funding year in Item 2.

You can file your Form 470 to begin your procurement process, as long as it is at least 28 days before you select your service provider and file Form 471 for those above services. **Services covered by a qualified existing contract for all or part of the funding year, including multi-year contracts signed pursuant to the posting of a Form 470 in a previous funding year, do not require the filing of a Form 470, because you are not seeking bids for these services. A qualified existing contract is:**

- a signed, written contract executed pursuant to the posting of a Form 470 in a previous funding year, OR
- a contract signed on or before July 10, 1997 and reported on a Form 470 in a previous year as an existing contract.

Notice will be posted each year on the SLD web site when we will begin accepting Forms 470 for posting for the upcoming funding year. It is your responsibility to check the SLD web site, or contact the SLD Client Service Bureau (CSB) – see “Assistance in Completing this Form” below – to get the announcement of the Form 471 application filing window dates. The precise timeframe for filing Form 470 depends on the kind of service you are seeking.

#### **Where:**

The Form 470 must be filed **either online at the SLD web site, [www.usac.org/sl](http://www.usac.org/sl), or on paper at the address listed at the bottom of the form (SLD Form 470, P.O. Box 7026, Lawrence, Kansas 66044-7026).** For express delivery or U.S. Postal Service Return Receipt Requested, send to: **SLD Forms, ATTN: SLD Form 470, 3833 Greenway Drive, Lawrence, Kansas 66046**, phone (888) 203-8100. **DO NOT FILE THIS OR ANY OTHER UNIVERSAL SERVICE FORM WITH THE FCC.**

#### **How many:**

You may file one Form 470 for all of the services for which you are required to file Form 470, or you may file separate Forms 470 for each type of service. Also, an individual school or library may be covered by more than one Form 470 filed by different applicants for different services.

#### **After your Form 470 is posted:**

Once you file your Form 470, it is posted to the SLD web site for competitive bidding. Note that if you file on paper and information is missing, incomplete, inconsistent, or otherwise incorrect, your form will not be posted to the SLD web site until we have received and successfully processed your corrections. Your form must be posted for at least 28 days on the SLD web site before you can select a service provider, sign a contract or enter into an agreement for services, or sign or submit a Form 471. After you sign a contract or select a service provider—and after the Form 471 application filing window has opened—you (or the billed entities you represent) can initiate the next step in the

# Attachment C

## Comcast Business Communications, LLC

### Network Services Agreement

This Agreement ("Agreement") is made on the 5th day of December, 2011 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and Hammond Public Library ("Customer"), with offices located at 564 State Street Hammond, IN 46320. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party"

Description of Services to be provided by Company to Customer:

100 Mbps Ethernet Dedicated Internet ("EDI") Services at the site set forth in Schedules A and B attached hereto.	
Term of Agreement (months): Sixty (60)	Agreement Number: IN-39477-120511-01
Non-Recurring Charges ("NRC"): \$00.00	Monthly Recurring Charges ("MRC"): \$3,500.00
Any Additional Charges/Explanation:	
Number of Sites: One (1)	Estimated Service Date: On or after July 1, 2012.
Notes / Comments: 1. E-Rate funding to be sought solely by Customer 2. Comcast Business Communications, LLC SPIN No. is 143003990	
The mutual execution of this new Network Services Agreement No. IN-39477-120511-01 shall commence the termination, in full and without penalty, of the Network Services Agreement No. IN-12013-020508-01 between the Parties. Such termination shall take effect upon the Service Date for the Services under the new Agreement. In the event this Network Services Agreement No IN-39477-120511-01 is not mutually executed, the former Network Services Agreement No. IN-12013-020508-01 shall remain in full force and effect.	
Sales Person: David Egan	Telephone Number: (773) 394-8613
General Manager: Jeff Cobb	Telephone Number: (773) 394-8684
Customer Contact: Michael Toth	Telephone Number: (219) 931-5100

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

**Hammond Public Library**

**Comcast Business Communications, LLC**

Signature:	<i>[Handwritten Signature]</i>	Signature:	
Printed Name:	<i>Rene L. Montoya</i>	Printed Name:	
Title:	<i>Director</i>	Title:	
Date:	<i>Dec. 5, 2011</i>	Date:	

# COMCAST BUSINESS COMMUNICATIONS, LLC GENERAL TERMS AND CONDITIONS

## SECTION 1 - SCOPE OF SERVICE

1.1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provided by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premises Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

## SECTION 2 - INSTALLATION OF NETWORK

2.1 Customer, at no cost to Company, shall assume throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 Company and its employees, agents, lessors, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Service. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the

date of such notice shall be the "Service Date". The current notice form is called the "Customer Site Service Acceptance Document" ("Acceptance Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Service must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

## SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

## SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Service, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Company makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it shall pay Company one hundred percent (100%) of all Non-Recurring Charges, Recurring Charges and other amounts required under this Agreement in



accordance with the payment intervals specified therein. Customer may not withhold or off set any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Company shall have no obligation to discount or pre-pay its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Company will reasonably assist Customer in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a portion of, Customer's invoices, Company shall have no obligations under this Agreement until Customer provides Company the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in Schedule A attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Company and the Customer from future performance of the Agreement. However, Company shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), and any additional costs already incurred by Company in conjunction with this Agreement. Customer shall notify Company in writing within 30 days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Company initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

4.4 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.5 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

## SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for Sixty (60) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be Sixty (60) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal

Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

## SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

6.5 In addition to the remedies set forth in Section 6.4 above, Company shall be entitled to Termination Charges for any Customer Default.

## SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to

Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

## **SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY**

**8.1 COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.**

**8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.**

**8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.**

**8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.**

**8.6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).**

## **SECTION 9 - INDEMNIFICATION**

**9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of**

**attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:**

**(i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and**

**(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.**

**9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.**

## **SECTION 9A - USE POLICIES**

**9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.**

**9A.2 Violation. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.**

## **SECTION 10 - INSURANCE**

10.1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

10.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10.3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

#### SECTION 11 - ASSIGNMENT

11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

#### SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

#### SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

#### SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

#### SECTION 15 - INDEPENDENT CONTRACTORS

15.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

#### SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

#### SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

#### SECTION 17 - NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:  
Attn: Michael Toth  
Hammond Public Library  
564 State Street

Hammond, IN 46320

With an additional customer copy to:

To Company;

Attn.: VP – Business Services  
Comcast Business Communications, LLC.  
One Comcast Center  
Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department  
Comcast Cable Communications, LLC.  
One Comcast Center  
Philadelphia, PA 19103

#### **SECTION 18 - HEADINGS AND TITLES**

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

#### **SECTION 19 - GOVERNING LAW AND COURTS**

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

#### **SECTION 20 - COMPLIANCE WITH LAWS**

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

#### **SECTION 21 - AMENDMENTS; NO WAIVER**

21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is obtained.

21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

#### **SECTION 22 - SURVIVAL**

Provisions contained in this Agreement that by their sense and content are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

#### **SECTION 23 - FULLY INTEGRATED**

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

#### **SECTION 24 -INTERPRETATION OF AGREEMENT**

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

#### **SECTION 25 - RIGHT TO ENTER INTO CONTRACTS**

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

#### **SECTION 26 - REMEDIES CUMULATIVE**

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

#### **SECTION 27 - COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.



## SCHEDULE B - BUILDING LOCATION DETAIL

### BILLING LOCATION INFORMATION

Billing Name	Hammond Public Library	Contact Name	Michael Toth
County	Lake	Email	michael@busys.com
Street / Address	564 State Street	Phone	(219) 931-5100 Ext:
City State, Zip	Hammond IN 46320-	Fax	
Tax Exempt	Yes	Cell / Pager	
Billing Interval	Monthly		

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### SERVICE LOCATIONS

Site Name:	Hammond Public Library	LocalContact	Michael Toth
County	Lake	Email	michael@busys.com
Address 1	564 State Street	Phone	(219) 931-5100 Ext:
Address 2		Fax	
Floor		Cell / Pager	
Room		Latitude	
City State, Zip	Hammond IN 46320-	Longitude	
Site Name:		Local Contact	
County		Email	
Address 1		Phone	
Address 2		Fax	
Floor		Cell / Pager	
Room		Latitude	
City State, Zip		Longitude	

# **SCHEDULE A** **BUILDINGS, SERVICES AND PRICING**

Date: 11/28/2011

\*\* Legacy Migration \*\*

DATA NETWORK SERVICES - PAGE 2										
Line	Service Element	Rate	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
036	-					1	\$0.00	\$0.00	\$0.00	\$0.00
037	-					1	\$0.00	\$0.00	\$0.00	\$0.00
038	-					1	\$0.00	\$0.00	\$0.00	\$0.00
039	-					1	\$0.00	\$0.00	\$0.00	\$0.00
040	-					1	\$0.00	\$0.00	\$0.00	\$0.00
041	-					1	\$0.00	\$0.00	\$0.00	\$0.00
042	-					1	\$0.00	\$0.00	\$0.00	\$0.00
043	-					1	\$0.00	\$0.00	\$0.00	\$0.00
044	-					1	\$0.00	\$0.00	\$0.00	\$0.00
045	-					1	\$0.00	\$0.00	\$0.00	\$0.00
046	-					1	\$0.00	\$0.00	\$0.00	\$0.00
047	-					1	\$0.00	\$0.00	\$0.00	\$0.00
048	-					1	\$0.00	\$0.00	\$0.00	\$0.00
049	-					1	\$0.00	\$0.00	\$0.00	\$0.00
050	-					1	\$0.00	\$0.00	\$0.00	\$0.00
051	-					1	\$0.00	\$0.00	\$0.00	\$0.00
052	-					1	\$0.00	\$0.00	\$0.00	\$0.00
053	-					1	\$0.00	\$0.00	\$0.00	\$0.00
054	-					1	\$0.00	\$0.00	\$0.00	\$0.00
055	-					1	\$0.00	\$0.00	\$0.00	\$0.00
056	-					1	\$0.00	\$0.00	\$0.00	\$0.00
057	-					1	\$0.00	\$0.00	\$0.00	\$0.00
058	-					1	\$0.00	\$0.00	\$0.00	\$0.00
059	-					1	\$0.00	\$0.00	\$0.00	\$0.00
060	-					1	\$0.00	\$0.00	\$0.00	\$0.00
061	-					1	\$0.00	\$0.00	\$0.00	\$0.00
062	-					1	\$0.00	\$0.00	\$0.00	\$0.00
063	-					1	\$0.00	\$0.00	\$0.00	\$0.00
064	-					1	\$0.00	\$0.00	\$0.00	\$0.00
065	-					1	\$0.00	\$0.00	\$0.00	\$0.00
066	-					1	\$0.00	\$0.00	\$0.00	\$0.00
067	-					1	\$0.00	\$0.00	\$0.00	\$0.00
068	-					1	\$0.00	\$0.00	\$0.00	\$0.00
069	-					1	\$0.00	\$0.00	\$0.00	\$0.00
070	-					1	\$0.00	\$0.00	\$0.00	\$0.00
071	-					1	\$0.00	\$0.00	\$0.00	\$0.00
072	-					1	\$0.00	\$0.00	\$0.00	\$0.00
073	-					1	\$0.00	\$0.00	\$0.00	\$0.00
074	-					1	\$0.00	\$0.00	\$0.00	\$0.00
075	-					1	\$0.00	\$0.00	\$0.00	\$0.00
076	-					1	\$0.00	\$0.00	\$0.00	\$0.00
077	-					1	\$0.00	\$0.00	\$0.00	\$0.00
078	-					1	\$0.00	\$0.00	\$0.00	\$0.00
079	-					1	\$0.00	\$0.00	\$0.00	\$0.00
080	-					1	\$0.00	\$0.00	\$0.00	\$0.00
081	-					1	\$0.00	\$0.00	\$0.00	\$0.00
082	-					1	\$0.00	\$0.00	\$0.00	\$0.00
083	-					1	\$0.00	\$0.00	\$0.00	\$0.00
084	-					1	\$0.00	\$0.00	\$0.00	\$0.00
085	-					1	\$0.00	\$0.00	\$0.00	\$0.00
086	-					1	\$0.00	\$0.00	\$0.00	\$0.00
087	-					1	\$0.00	\$0.00	\$0.00	\$0.00
088	-					1	\$0.00	\$0.00	\$0.00	\$0.00
089	-					1	\$0.00	\$0.00	\$0.00	\$0.00
090	-					1	\$0.00	\$0.00	\$0.00	\$0.00
091	-					1	\$0.00	\$0.00	\$0.00	\$0.00
* Building Location Detail Attached									PAGE 2 DATA NETWORK SERVICES SUBTOTAL:	
									\$0.00	\$0.00

**SCHEDULE A**  
**BUILDINGS, SERVICES AND PRICING**

Date: 11/28/2011

\*\* Legacy Migration \*\*

DATA NETWORK SERVICES - PAGE 3							Unit Pricing		Extended Pricing	
Line	Service Element	Rate	Location A*	Location Z*	Tax Jurisdiction	Qty	MRC	NRC	MRC	NRC
002	-					1	\$0.00	\$0.00	\$0.00	\$0.00
003	-					1	\$0.00	\$0.00	\$0.00	\$0.00
004	-					1	\$0.00	\$0.00	\$0.00	\$0.00
005	-					1	\$0.00	\$0.00	\$0.00	\$0.00
006	-					1	\$0.00	\$0.00	\$0.00	\$0.00
007	-					1	\$0.00	\$0.00	\$0.00	\$0.00
008	-					1	\$0.00	\$0.00	\$0.00	\$0.00
009	-					1	\$0.00	\$0.00	\$0.00	\$0.00
100	-					1	\$0.00	\$0.00	\$0.00	\$0.00
101	-					1	\$0.00	\$0.00	\$0.00	\$0.00
102	-					1	\$0.00	\$0.00	\$0.00	\$0.00
103	-					1	\$0.00	\$0.00	\$0.00	\$0.00
104	-					1	\$0.00	\$0.00	\$0.00	\$0.00
105	-					1	\$0.00	\$0.00	\$0.00	\$0.00
106	-					1	\$0.00	\$0.00	\$0.00	\$0.00
107	-					1	\$0.00	\$0.00	\$0.00	\$0.00
108	-					1	\$0.00	\$0.00	\$0.00	\$0.00
109	-					1	\$0.00	\$0.00	\$0.00	\$0.00
110	-					1	\$0.00	\$0.00	\$0.00	\$0.00
111	-					1	\$0.00	\$0.00	\$0.00	\$0.00
112	-					1	\$0.00	\$0.00	\$0.00	\$0.00
113	-					1	\$0.00	\$0.00	\$0.00	\$0.00
114	-					1	\$0.00	\$0.00	\$0.00	\$0.00
115	-					1	\$0.00	\$0.00	\$0.00	\$0.00
116	-					1	\$0.00	\$0.00	\$0.00	\$0.00
117	-					1	\$0.00	\$0.00	\$0.00	\$0.00
118	-					1	\$0.00	\$0.00	\$0.00	\$0.00
119	-					1	\$0.00	\$0.00	\$0.00	\$0.00
120	-					1	\$0.00	\$0.00	\$0.00	\$0.00
121	-					1	\$0.00	\$0.00	\$0.00	\$0.00
122	-					1	\$0.00	\$0.00	\$0.00	\$0.00
123	-					1	\$0.00	\$0.00	\$0.00	\$0.00
124	-					1	\$0.00	\$0.00	\$0.00	\$0.00
125	-					1	\$0.00	\$0.00	\$0.00	\$0.00
126	-					1	\$0.00	\$0.00	\$0.00	\$0.00
127	-					1	\$0.00	\$0.00	\$0.00	\$0.00
128	-					1	\$0.00	\$0.00	\$0.00	\$0.00
129	-					1	\$0.00	\$0.00	\$0.00	\$0.00
130	-					1	\$0.00	\$0.00	\$0.00	\$0.00
131	-					1	\$0.00	\$0.00	\$0.00	\$0.00
132	-					1	\$0.00	\$0.00	\$0.00	\$0.00
133	-					1	\$0.00	\$0.00	\$0.00	\$0.00
134	-					1	\$0.00	\$0.00	\$0.00	\$0.00
135	-					1	\$0.00	\$0.00	\$0.00	\$0.00
136	-					1	\$0.00	\$0.00	\$0.00	\$0.00
137	-					1	\$0.00	\$0.00	\$0.00	\$0.00
138	-					1	\$0.00	\$0.00	\$0.00	\$0.00
139	-					1	\$0.00	\$0.00	\$0.00	\$0.00
140	-					1	\$0.00	\$0.00	\$0.00	\$0.00
141	-					1	\$0.00	\$0.00	\$0.00	\$0.00
142	-					1	\$0.00	\$0.00	\$0.00	\$0.00
143	-					1	\$0.00	\$0.00	\$0.00	\$0.00
144	-					1	\$0.00	\$0.00	\$0.00	\$0.00
145	-					1	\$0.00	\$0.00	\$0.00	\$0.00
146	-					1	\$0.00	\$0.00	\$0.00	\$0.00
147	-					1	\$0.00	\$0.00	\$0.00	\$0.00
148	-					1	\$0.00	\$0.00	\$0.00	\$0.00
149	-					1	\$0.00	\$0.00	\$0.00	\$0.00
150	-					1	\$0.00	\$0.00	\$0.00	\$0.00
151	Disconnect all Existing Legacy circuits		Hammond Public Library		Interstate	1	\$0.00	\$0.00	\$0.00	\$0.00
152	-					1	\$0.00	\$0.00	\$0.00	\$0.00
153	-					1	\$0.00	\$0.00	\$0.00	\$0.00
* Building Location Detail Attached							PAGE 3 DATA NETWORK SERVICES SUBTOTAL:		\$0.00	\$0.00

# SCHEDULE A BUILDINGS, SERVICES AND PRICING

Date: 11/29/2011

\*\* Legacy Migration \*\*

Short Description of Service:

Existing 3 site Legacy ENS customer needs 100 Mb MetroE circuit. This will be a hot cut over. Customer will receive new IP addresses. Other 2 locations will be Disconnected.

Term: 60 MONTHS

## DATA NETWORK SERVICES - PAGE 1

Line	Service Element	Description	Location A*	Location Z*	Tax Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
001	EDI - Network Interface	100 Mbps	Hammond Public Library		Interstate	1	\$1,208.08	\$0.00	\$1,208.08	\$0.00
002	EDI - Bandwidth	100 Mbps	Hammond Public Library		Interstate	1	\$2,280.91	\$0.00	\$2,280.91	\$0.00
003	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
004	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
005	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
006	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
007	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
008	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
009	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
010	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
011	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
012	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
013	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
014	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
015	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
016	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
017	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
018	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
019	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
020	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
021	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
022	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
023	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
024	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
025	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
026	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
027	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
028	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
029	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
030	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
031	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
032	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
033	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
034	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
035	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00

\* Building Location Detail Attached

COMCAST ACCOUNT REPRESENTATIVE

David Egan

COMCAST SALES ENGINEER

Scott Hawkins

CUSTOMER NAME

Hammond Public Library

NAME

TITLE

DATE

PAGE 1 DATA NETWORK SERVICES SUBTOTAL:

\$3,500.00

PAGE 2 DATA NETWORK SERVICES SUBTOTAL:

\$0.00

PAGE 3 DATA NETWORK SERVICES SUBTOTAL:

\$0.00

TOTAL CUSTOM INSTALLATION CHARGES:

\$0.00

TOTAL MONTHLY SERVICE CHARGES:

\$3,500.00

MONTHLY CUSTOM INSTALLATION CHARGES

\$0.00

TOTAL MONTHLY CHARGES:

\$3,500.00

TOTAL NONRECURRING SERVICE CHARGES:

\$0.00

NONRECURRING CUSTOM INSTALLATION CHARGES:

\$0.00

TOTAL NONRECURRING CHARGES:

\$0.00

Note: The prices included on this sales order do not include any local, state or federal fees, charges, or taxes that may apply. Please refer to the Comcast Master Service Agreement for specific detail regarding such charges.





Schools and Libraries Division

**ADMINISTRATOR'S DECISION ON SERVICE SUBSTITUTION REQUEST**

February 24, 2012

Rene Greenleaf  
Hammond Public Library  
564 State Street  
Hammond, IN 46320

Form 471 Application Number: 804204

Dear Applicant:

This letter is your notification that the FCC Form 471, *Services Ordered and Certification Form* you submitted for **Minor Modifications** was received and approved. You are now authorized to make the changes identified in your submission.

This letter does NOT authorize any increase in funding of any Funding Request Numbers (FRNs) contained in your submission. If the changes represent a cost decrease from the original commitment amount for the Funding Request Numbers (FRNs) listed below, the Schools and Libraries Division (SLD) automatically adjusts the funding commitment for the affected FRNs. If applicable, the amount of the reduction and the revised funding commitment will be shown below for the affected FRNs.

**Do NOT file FCC Form 500 to reflect any funding reduction from this service substitution request, as the funding reduction has already been taken.**

**Please keep this letter for your records. This is the only notification you will receive indicating the processing of the above-submitted form, and of a reduced funding commitment if a cost decrease is included.**

The Funding Request Numbers (FRNs) listed below are the only changes to products or services authorized for this Minor Modification filing.

**FRN: 2180090, 2180114**  
**Reduction: No Change**  
**Revised Commitment: No Change**

If you have any questions regarding the above information, please write to us at "Schools and Libraries Division - Correspondence Unit, 30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685"



Director: Rene L. Greenleaf

www.hammond.lib.in.us

Main Library • 564 State Street • Hammond, IN • 46320-1512 • Phone (219) 931-5100

December 9, 2011

**Service Substitutions**

**Schools and Libraries Division – Correspondence Unit**

**30 Lanidex Plaza West**

**PO Box 685**

**Parsippany, NJ 07054-0585**

The Hammond Public Library is requesting a service substitution for application number 804204 and Funding Request Numbers 2180090 and 2180114.

On October 1, 2011 the Library closed two of its branches, leaving only a Main Library. As a result, our contract with Comcast had to be revised to eliminate the branches. In order to do this without incurring a severe penalty (we still had two years left on the contract), we signed a new contract, extending the contract another five years and agreed to a change in the bandwidth. The increase in bandwidth was necessary to accept the contract without penalty, and actually came in at a much lower cost. In addition, Comcast combined the two requests (2180090 and 2180114) into a single contracted service. With a mid-January cutoff date for the old service and start date of the new service, we are seeking a revision for 6 months of old service costs and 6 months of new service costs:

**FROM:**

Description	Function	Monthly cost	Extended cost (90% discount)
10 Mbps fiber (2180090)	12 months Internet access	\$3,223.75	\$34,816.50
20 Mbps additional 12 months fiber (2180114)	Internet access	\$580.00	\$6,264.00
TOTAL:			\$41,080.50

**TO:**

10 Mbps fiber (2180090)	6 months Internet access	\$3,223.75	\$17,408.25
Combined 100 Mbps fiber (2180114 + 2180090)	6 months Internet access	\$3,500.00	\$18,900.00
TOTAL:			\$36,308.25

I certify:

- That the substituted services have the same functionality as contained in the original proposal;
- That the substitution does not violate any contract provisions or state or local procurement laws;
- That the substitution does not result in an increase in the percentage of ineligible services or functions; and
- That the requested change is within the scope of the controlling FCC Form 470, including any associated Requests for Proposal for the original services.

To the extent that the requested service substitution provides a decreased cost, I authorize USAC to reduce my funding commitment for Funding Year 2011/2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Rene Greenleaf". The signature is fluid and cursive, with the first name "Rene" and last name "Greenleaf" clearly distinguishable.

Rene Greenleaf  
Director, Hammond Public Library  
564 State Street  
Hammond, IN 46320  
Phone: (219) 931-5100, ext. 305  
Email: [greenr@hammond.lib.in.us](mailto:greenr@hammond.lib.in.us)

## Attachment E

### Comcast Business Communications, LLC Network Services Agreement

This Agreement ("Agreement") is made on the 5th day of February 2008 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at 1500 Market Street, Philadelphia, PA 19102 and Hammond Public Library ("Customer"), with offices located at 564 State St., Hammond, Indiana 46320. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

Description of Services to be provided by Company to Customer:	
200 Mbps Enterprise Network Services ("ENS") connection to be delivered to the Main Library site, as set forth in Schedules A and B attached hereto.	
100 Mbps ENS Lite connection to the Howard Library and Hayward Library sites, as set forth in Schedules A and B attached hereto.	
10 Mbps Enterprise Internet Services ("EIS") connection to the ICN from the Main Library, as set forth in Schedules A and B attached hereto.	
Term of Agreement (months): Sixty (60)	Agreement Number: IN-12013-020508-01
Non-Recurring Charges ("NRC"): \$0.00	Monthly Recurring Charges ("MRC"): \$3,025.00
Any Additional Charges/Explanation:	
Number of Sites: Three (3)	Estimated Service Date: July 1, 2008
Notes / Comments:	
E-Rate Funding to be sought by Customer. SPIN No. 143003990 -	
Sales Person: Maria Azada	Telephone Number: (773) 447.8487
General Manager: Russ Fordyce	Telephone Number: (856) 296.5978
Customer Contact: Margaret Evans	Telephone Number: (219) 931.5100

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications General Terms and Conditions ("General Terms and Conditions"), and Schedules A and B ("Schedules"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Schedules. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Cover Page. The Agreement shall terminate as set forth in the Standard Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

#### Hammond Public Library

#### Comcast Business Communications, LLC

Signature:	<i>Margaret M. Evans</i>	Signature:	
Printed Name:	MARGARET M. EVANS	Printed Name:	
Title:	DIRECTOR	Title:	
Date:	02/06/08	Date:	

**COMCAST BUSINESS COMMUNICATIONS, LLC  
GENERAL TERMS AND CONDITIONS**

**SECTION 1 - SCOPE OF SERVICE**

1.1 Company will provide to Customer the Service at the prices set forth in the attached Schedule A, and to the location(s) set forth in Schedule B, both attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified in the attached Schedule B and at the transmission level designated in Schedule A attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").

1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.

1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

**SECTION 2 - INSTALLATION OF NETWORK**

2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.

2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.

2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.

2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.

2.5 Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.

2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.

2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event age to the Network.

2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the Comcast Business Communications Billing Information Form ("Billing Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.

2.9 Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that would otherwise be available for use.

2.10 Customer-Provided Equipment (CPE). Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

**SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK**

3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.

3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

**SECTION 4 - COMPENSATION; PAYMENT**

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Schedule A and on the first page of the Agreement. Upon installation of Service, Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the *pro rated* in arrears charges for Services from date of installation to the date of first billing.

4.2 Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower.

4.3 Company makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it shall pay Company one hundred percent (100%) of all Non-Recurring Charges, Recurring Charges and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or off set any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Company shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Company will reasonably assist Customer in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed the service provider. In the event that the parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Company shall have no obligations under this Agreement until Customer provides Company the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. In such event, if Customer, during the term of this Agreement, is unable to obtain or is denied E-Rate Funding or funds are not appropriated for the Service, Customer shall pay to Company the any unpaid Non-Recurring Charges and the remaining Recurring Charges as set forth in Schedule A attached hereto for the term of the Agreement.

4.4 Except for taxes based on Company's net income, and except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-of-way fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.

4.5 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

#### SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for sixty (60) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be sixty (60) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then

current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term.

#### SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Recurring Charges ("Termination Charges") payable to Company within ten (10) days following termination of the Agreement ("Termination Charges").

6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgement of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.

(b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.

6.3 In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:

(i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or

(ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

(iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.

6.4 The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach. 6.5 In addition to the remedies set forth in Section 6.4 above, Company shall be entitled to Termination Charges for any Customer Default.

#### SECTION 7 - SERVICE RESPONSE TIMES

7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is

malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.

7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

#### **SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY**

8.1 **COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.**

8.2 **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.3 Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30<sup>th</sup> of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.

8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.

8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.

8.6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any

product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).

#### **SECTION 9 - INDEMNIFICATION**

9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:

(i) Any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services; and

(ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.

9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

#### **SECTION 9A - USE POLICIES**

9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Company reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted <http://www.comcast.com/business> or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from

time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

**9A.2 Violation.** Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

#### SECTION 10 - INSURANCE

**10.1** Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.

**10.2** Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

**10.3** The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

#### SECTION 11 - ASSIGNMENT

**11.1** Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.

**11.2** All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

#### SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

#### SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to

effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

#### SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

#### SECTION 15 - INDEPENDENT CONTRACTORS

**15.1** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**15.2** The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

#### SECTION 16 - NONDISCLOSURE

**16.1** Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

**16.2** Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

#### SECTION 16A - CUSTOMER PRIVACY POLICIES

**16A.1** In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at <http://www.comcast.com/customerprivacy/>. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.



**16A.2 Privacy Note Regarding Information Provided to Third Parties:** Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

#### **SECTION 17 - NOTICES**

**17.1** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

**To Customer:**  
Attn: Margaret Evans  
Hammond Public Library  
564 State Street Hammond Indiana  
46320

**To Company:**  
Attn.: VP - Business Services  
Comcast Business Communications, LLC.  
1500 Market Street  
Philadelphia, PA 19102

**With a copy to:**  
Attn.: Cable Law Department  
Comcast Cable Communications, LLC.  
1500 Market Street  
Philadelphia, PA 19102

#### **SECTION 18 - HEADINGS AND TITLES**

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

#### **SECTION 19 - GOVERNING LAW AND COURTS**

This Agreement and any issues arising out of or in relation thereto shall be governed by the law of the Commonwealth of Pennsylvania, without regard to its choice-of-law provisions. Customer agrees to the non-exclusive jurisdiction of the courts of Philadelphia, Pennsylvania for any action or proceeding arising out of or in relation to this Agreement.

#### **SECTION 20 - COMPLIANCE WITH LAWS**

Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

#### **SECTION 21 - AMENDMENTS; NO WAIVER**

**21.1** This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

**21.2** No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.

**21.3** No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.

**21.4** Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

#### **SECTION 22 - SURVIVAL**

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

#### **SECTION 23 - FULLY INTEGRATED**

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

#### **SECTION 24 - INTERPRETATION OF AGREEMENT**

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

#### **SECTION 25 - RIGHT TO ENTER INTO CONTRACTS**

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

#### **SECTION 26 - REMEDIES CUMULATIVE**

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

#### **SECTION 27 - COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

# SCHEDULE A BUILDINGS, SERVICES AND PRICING

Date: 2/6/2008

Short Description of Service:

Upgrade ATM customer to 200 Mbps to Main Library and 100 Mbps ENS to 2 libraries and 10 Mbps EIS.

Term: 60 MONTHS

## DATA NETWORK SERVICES - PAGE 1

Line	Service Element	Rate	Location A*	Location Z*	Tax/Jurisdiction	Qty	Unit Pricing		Extended Pricing	
							MRC	NRC	MRC	NRC
001	Internet Access Network Interface	(per port)	Main Library	-	INTERSTATE	1	\$184.63	\$0.00	\$184.63	\$0.00
002	Internet Access Bandwidth	10 Mbps	Main Library	-	INTERSTATE	1	\$664.66	\$0.00	\$664.66	\$0.00
003	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
004	Metro Ethernet Network Interface	(per port)	Main Library	-	INTERSTATE	1	\$184.63	\$0.00	\$184.63	\$0.00
005	Basic Network Bandwidth	200 Mbps	Main Library	-	INTERSTATE	1	\$594.91	\$0.00	\$594.91	\$0.00
006	Metro Ethernet Network Interface	(per port)	Howard Library	-	INTERSTATE	1	\$184.63	\$0.00	\$184.63	\$0.00
007	Basic Network Bandwidth	100 Mbps	Howard Library	-	INTERSTATE	1	\$553.47	\$0.00	\$553.47	\$0.00
008	Metro Ethernet Network Interface	(per port)	Hayward Library	-	INTERSTATE	1	\$184.63	\$0.00	\$184.63	\$0.00
009	Basic Network Bandwidth	100 Mbps	Hayward Library	-	INTERSTATE	1	\$553.47	\$0.00	\$553.47	\$0.00
010	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
011	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
012	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
013	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
014	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
015	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
016	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
017	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
018	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
019	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
020	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
021	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
022	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
023	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
024	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
025	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
026	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
027	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
028	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
029	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
030	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
031	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
032	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
033	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
034	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00
035	-	-	-	-	-	1	\$0.00	\$0.00	\$0.00	\$0.00

\* Building Location Detail Attached

ACCOUNT REPRESENTATIVE

Maria Azada

SALES ENGINEER

Tom Devons

CUSTOMER NAME

HAMMOND PUBLIC LIBRARY

SIGNATURE

Margaret M. Evans

PRINTED NAME

MARGARET M. EVANS

TITLE

DIRECTOR

PAGE 1 DATA NETWORK SERVICES SUBTOTAL:

\$3,025.00

\$0.00

PAGE 2 DATA NETWORK SERVICES SUBTOTAL:

\$0.00

\$0.00

PAGE 3 DATA NETWORK SERVICES SUBTOTAL:

\$0.00

\$0.00

ADDITIONAL CUSTOM INSTALLATION CHARGES:

\$0.00

\$0.00

TOTAL MONTHLY RECURRING CHARGES:

\$3,025.00

TOTAL NONRECURRING CHARGES:

\$0.00

# SCHEDULE B - BUILDING LOCATION DETAIL

CUSTOMER AUTHORIZATION

PRINT NAME MARGARET M. EVANS  
SIGNATURE Margaret M. Evans  
DATE 02/06/08

## BILLING LOCATION INFORMATION

Main Account / Billing Name Hammond Libraries  
County \_\_\_\_\_  
Street Address 564 State Street,  
City Hammond  
State IN  
Tax Exempt? Yes  
Billing Interval: Monthly

Billing Contact Name: Debra Somerville  
Billing Contact email: somerd@hammond.lib.in.us  
Billing Contact phone: 219-931-5100 X 317  
Billing Contact fax: \_\_\_\_\_  
Billing Contact pager: \_\_\_\_\_  
Network Solutions GL: \_\_\_\_\_  
Cable System GL: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

## SERVICE LOCATIONS

Site Name Main Library  
County \_\_\_\_\_  
Street Address 564 State Street  
Floor \_\_\_\_\_  
City Hammond  
State IN  
Zip Code 46320

Technical / Local Contact: michael toth  
Local Contact email: michael@buys.com  
Local Contact phone: 219-931-5100  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

Site Name Howard Library  
County \_\_\_\_\_  
Street Address 7047 Grand Avenue  
Floor \_\_\_\_\_  
City Hammond  
State IN  
Zip Code 46320

Technical / Local Contact: michael toth  
Local Contact email: michael@buys.com  
Local Contact phone: 219-931-5100  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

Site Name Hayward Library  
County \_\_\_\_\_  
Street Address 1212 - 172nd St.  
Floor \_\_\_\_\_  
City Hammond  
State IN  
Zip Code 46320

Technical / Local Contact: michael toth  
Local Contact email: michael@buys.com  
Local Contact phone: 219-931-5100  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

Site Name \_\_\_\_\_  
County \_\_\_\_\_  
Street Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City \_\_\_\_\_  
State IL  
Zip Code \_\_\_\_\_

Technical / Local Contact: \_\_\_\_\_  
Local Contact email: \_\_\_\_\_  
Local Contact phone: \_\_\_\_\_  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

Site Name \_\_\_\_\_  
County \_\_\_\_\_  
Street Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City \_\_\_\_\_  
State IL  
Zip Code \_\_\_\_\_

Technical / Local Contact: \_\_\_\_\_  
Local Contact email: \_\_\_\_\_  
Local Contact phone: \_\_\_\_\_  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

Site Name \_\_\_\_\_  
County \_\_\_\_\_  
Street Address \_\_\_\_\_  
Floor \_\_\_\_\_  
City \_\_\_\_\_  
State IL  
Zip Code \_\_\_\_\_

Technical / Local Contact: \_\_\_\_\_  
Local Contact email: \_\_\_\_\_  
Local Contact phone: \_\_\_\_\_  
Local Contact fax: \_\_\_\_\_  
Local Contact mobile / pager: \_\_\_\_\_

## Appendix F



**Universal Service Administrative Company**  
Schools & Libraries Division

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### **Administrator's Decision on Appeal – Funding Year 2012-2013**

November 01, 2012

Deborah Somerville  
Hammond Public Library  
564 State Street  
Hammond, IN 46320-1532

Re: Applicant Name: HAMMOND PUBLIC LIBRARY  
Billed Entity Number: 130300  
Form 471 Application Number: 843658  
Funding Request Number(s): 2290525  
Your Correspondence Dated: August 07, 2012

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2012 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2290525  
Decision on Appeal: **Denied**  
Explanation:

- The contract provided for the above funding request cites December 5, 2011 as the date you entered into a contract with the service provider. The allowable contract date associated with the referenced FCC Form 470 is January 18, 2007. Due to the time lapse between the allowable contract date and the contract award date, and that the type of services you requested must be competitively bid in each funding year, you have failed to comply with the FCC's competitive bidding requirements. You have not provided any information with your appeal that shows that USAC has erred in its initial decision. Consequently, the appeal is denied.
- Your explanation of the time lapse between the allowable contract date of the referenced FCC Form 470 and the contract award date failed to assure USAC that

you conducted a fair and competitive bidding process and chose the most cost-effective offering with price being the primary factor. FCC rules require that except under limited circumstances, all FCC Forms 470 received be posted on the USAC website for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting an FCC Form 471. *See* 47 C.F.R. secs. 54.503(b)-(c), 54.511(a) and (c). These competitive bidding requirements help ensure that applicants receive the lowest pre-discount price from vendors. *See* Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098, FCC 97-246 para. 9 (rel. Jul. 10, 1997). This posting requirement applies to requests for discounts for month-to-month or tariff services as well as contracted services. *See* 47 C.F.R. sec. 54.503 (c). Pursuant to the Commission's rules, voluntary contract extensions are not exempt from the competitive bidding requirement. *See* 47 C.F.R. sec. 54.511(d)(1).

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company

Deborah Somerville  
Hammond Public Library  
564 State Street  
Hammond, IN 46320-1532

Billed Entity Number: 130300  
Form 471 Application Number: 843658  
Form 486 Application Number: